

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
O. O. C. J.**

SUMMARY SUIT NO.2432 OF 2005

Vidhi Dyestyff Manufacturing Ltd.	...Plaintiff.
Versus	
Suresh Kumar Arora.	...Defendant.

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Ms. Kavita A. Shah for the Plaintiff.
None for the Defendant.

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CORAM : DR. D.Y. CHANDRACHUD, J.

March 26, 2007.

P.C.:

The suit under Order 37 of the Code of Civil Procedure, 1908, has been filed in order to recover the balance due and payable under three invoices, the details of which are as follows:

“S.No. Date	Bill No.	Amount.
1) 17.10.2000	246	Rs.1,67,414.00
2) 16.11.2000	288	Rs.1,16,348.00
3) 06.04.2001	013	Rs. 54,726.00

Rs.3,38,488.00
=====”

Part payments were made by the Defendant. The balance due and payable is Rs.2,36,264/-. The Defendant has not

entered appearance though he has been served with the writ of summons. An affidavit of service has been filed. The Plaintiff has filed a compilation of the original documents on which reliance has been placed. On the basis of the evidence on record, the claim of the Plaintiff has been duly proved. The Defendant having failed to enter appearance, despite being served with the writ of summons, the Plaintiff is entitled to a decree as prayed in terms of the provisions of Order 37 of the Code of Civil Procedure, 1908. The suit shall accordingly stand decreed in terms of prayer clause (a), subject to the modification that the Plaintiff shall be entitled to interest at the rate of 9% per annum from the date of the suit until payment or realisation.

Refund of Court fee, if any, as per rules.

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